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6 *In propria persona.*

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CLERK U S DISTRICT COURT DISTRICT OF ARIZONA	
BY _____	DEPUTY

7 UNITED STATES DISTRICT COURT
8 FOR THE DISTRICT ARIZONA
9 PHOENIX DIVISION

10 Jason Crews,

11 Plaintiff,

12 vs.

13 Travel Club Enterprises LLC dba Club

14 Travelo,

15 And

16 Alexandra Olson

17 Defendant[s].

Case No.:

CV25-00024-PHX-KML

Complaint for Violations of:

1. NEGLIGENT VIOLATIONS
OF THE TELEPHONE CONSUMER
PROTECTION ACT [47 U.S.C. §227 ET
SEQ.]
2. WILLFUL VIOLATIONS OF
THE TELEPHONE CONSUMER
PROTECTION ACT [47 U.S.C. §227 ET
SEQ.]

DEMAND FOR JURY TRIAL

28 ///

COMPLAINT- 1

COMPLAINT

Preliminary Statement

1. “When it comes to robocalls, you can only call those who, like Blondie, have said, “Call me. Call me on the line.” If you call people who haven’t opted in , then you face liability under the Telephone Communications Protection Act.” *Perrong v. Bradford*, 2024 WL 2133801, at *1 (E.D. Pa. May 13, 2024).

2. Plaintiff Jason Crews (“Plaintiff”) brings this action under the Telephone Consumer Protection Act (“TCPA”), 47 U.S.C § 227, a federal statute enacted in response to widespread public outrage about the proliferation of intrusive, nuisance calling practices. See *Mims v. Arrow Fin. Servs., LLC*, 132 S. Ct. 740, 745 (2012).

3. The Defendants in this action, Travel Club Enterprises LLC and Alexandra Olson, orchestrated placing two (2) illegal telemarketing calls using an Automated Telephone Dialing System (“ATDS”) to a number assigned to a cellular service which was included on the national Do-Not-Call List.

4. Plaintiff never consented to receive such messages.

Parties

5. Plaintiff Jason Crews (“Crews”) is and was a resident of Maricopa County, Arizona at all relevant times, and a resident of this District.

6. Defendant Travel Club Enterprises LLC (“TCE”), incorporated in Delaware, doing business as Club Travelo, and is in the business of selling travel club memberships to the public.

7. Defendant Alexandra Olson (“Olson”), a resident of Maricopa County, Arizona, was at all times relevant the owner and manager of TCE who directed and authorized the illegal calls complained of herein.

Jurisdiction & Venue

8. The Court has federal question subject matter jurisdiction over these TCPA claims: *Mims v. Arrow Fin. Services, LLC*, 132 S. Ct. 740 (2012).

1 because the Plaintiff resides in this District and because the Plaintiff resides in the District
2 of Arizona when he received a substantial, if not every single phone call, from Defendants
3 TCE and Olson which is the subject matter of this lawsuit.

4 12. Venue is proper for this matter because the calls at issue were sent by or on behalf
5 of the above-named Defendants to Plaintiff, an Arizona resident.

6 **The Telephone Consumer Protection Act**

7 13. In 1991, Congress enacted the TCPA to restrict the use of sophisticated
8 telemarketing equipment that could target millions of consumers en masse. Congress found
9 that these calls were not only a nuisance and an invasion of privacy to consumers
10 specifically but were also a threat to interstate commerce generally. See S. Rep. No. 102-178,
11 at 2-3 (1991), as reprinted in 1991 U.S.C.C.A.N. 1968, 1969-71.

12 14. The TCPA makes it unlawful “to make any call (other than a call made for
13 emergency purposes or made with the prior express consent of the called party) using an
14 automatic telephone dialing system (“ATDS”) or an artificial or prerecorded voice ... to any
15 telephone number assigned to a ... cellular telephone service.” 47 U.S.C. § 227(b)(1)(A)(iii).

16 15. The TCPA makes it unlawful “to initiate any telephone call to any residential
17 telephone line using an artificial or prerecorded voice to deliver a message without the prior
18 express consent of the called party, unless the call is initiated for emergency purposes, is
19 made solely pursuant to the collection of a debt owed to or guaranteed by the United States
20 or is exempted by rule or order” of the Federal Communication Commission (“FCC”). 47
21 U.S.C. § 227(b)(1)(B). 15. The TCPA provides a private cause of action to persons who
22 receive calls in violation of § 227(b). 47 U.S.C. § 227(b)(3).

23 16. Separately, the TCPA bans telemarketing calls without a do-not-call policy
24 available upon demand. 47 U.S.C. § 227(c); 47 C.F.R. § 64.1200(d)(1).1

25 17. The TCPA provides a private cause of action to persons who receive calls in
26 violation of § 227(c) or a regulation promulgated thereunder. 47 U.S.C. § 227(c)(5).

27 18. According to findings of the FCC, the agency vested by Congress with
28 authority to issue regulations implementing the TCPA, automated or prerecorded telephone

1 calls are a greater nuisance and invasion of privacy than live solicitation calls and can be
2 costly and inconvenient.

3 19. The FCC also recognizes that “wireless customers are charged for incoming
4 calls whether they pay in advance or after the minutes are used.” *In re Rules and Regulations*
5 *Implementing the Tel. Consumer Prot. Act of 1991*, 18 FCC Rcd. 14014, 14115 ¶ 165 (2003).

6 20. The FCC requires “prior express written consent” for all autodialed or
7 prerecorded telemarketing robocalls to wireless numbers and residential lines. In
8 particular:[A] consumer’s written consent to receive telemarketing robocalls must be signed
9 and be sufficient to show that the consumer: (1) received clear and conspicuous disclosure
10 of the consequences of providing the requested consent, i.e., that the consumer will receive
11 future calls that deliver prerecorded messages by or on behalf of a specific seller; and (2)
12 having received this information, agrees unambiguously to receive such calls at a telephone
13 number the consumer designates. In addition, the written agreement must be obtained
14 without requiring, directly or indirectly, that the agreement be executed as a condition of
15 purchasing any good or service.

16 21. *In the Matter of Rules & Regulations Implementing the Tel. Consumer Prot. Act of 1991*,
17 27 FCC Rcd. 1830, 1844 ¶ 33 (2012) (footnote and internal quotation marks omitted). FCC
18 regulations “generally establish that the party on whose behalf a solicitation is made bears
19 ultimate responsibility for any violations.” *In the Matter of Rules and Regulations Implementing the*
20 *Tel. Consumer Prot. Act of 1991*, 10 FCC Rcd. 12391, 12397 ¶ 13 (1995).

21 22. The FCC confirmed this principle in 2013, when it explained that “a seller ...
22 may be held vicariously liable under federal common law principles of agency for violations
23 of either section 227(b) or section 227(c) that are committed by third-party telemarketers.”
24 *In the Matter of the Joint Petition Filed by Dish Network, LLC*, 28 FCC Rcd. 6574, 6574 ¶ 1
25 (2013).

26 23. Under the TCPA, a text message is a call. *Satterfield v. Simon & Schuster, Inc.*, 569
27 F.3d 946, 951 – 52 (9th Cir. 2009).

24. A corporate officer involved in the telemarketing at issue may be personally liable under the TCPA. E.g., *Jackson Five Star Catering, Inc. v. Beason*, Case No. 10-10010, 2013 U.S. Dist. LEXIS 159985, at *10 (E.D. Mich. Nov. 8, 2013) (“[M]any courts have held that corporate actors can be individually liable for violating the TCPA where they had direct, personal participation in or personally authorized the conduct found to have violated the statute.” (internal quotation marks omitted)); *Maryland v. Universal Elections*, 787 F. Supp. 2d 408, 415 – 16 (D. Md. 2011) (“If an individual acting on behalf of a corporation could avoid individual liability, the TCPA would lose much of its force.”).

Factual Allegations

25. To promote their services Defendants also relied on the use of ATDS systems.

26. Plaintiff had no prior business relationship with Defendants.

27. Plaintiff is a “person” as defined by 47 U.S.C. § 153(39).

28. Defendant Olson is a “person” as defined by 47 U.S.C. § 153(39).

29. Defendant TCE is a “person” as defined by 47 U.S.C. § 153(39).

30. The phone number (602) 295-XXXX (“Cell Number”) belongs to Plaintiff.

31. The Cell Number has been on the Do-Not-Call registry since November 7, 2006.

32. Despite this registration, Defendants placed the calls summarized in the following table with an Automated Telephone Dialing Systems (“ATDS”).

Date	Time	Caller ID
7/26/24	12:05 PM	(731)451-0779
11/6/24	12:34 PM	(602)903-4467

33. The Cell Number is assigned to a cellular phone used exclusively for personal residential purposes.

34. Plaintiff did not consent to receive telephone calls via ATDS.

35. The Cell Number is not associated with a business.

///

1 Calls to Plaintiff

2 36. On or about July 26, 2024, Plaintiff received a call presenting caller ID
3 (731)451-0779.

4 37. Plaintiff was greeted by an individual who identified themselves as Luis
5 Martinez (“Martinez”).

6 38. Martinez claimed to be calling from United Airlines and offered “guests to
7 [attend] the Grand Open House Celebration of our newest Travel Reservation Center
8 located here in Scottsdale, Arizona.”

9 39. Upon information and belief the purpose of this invitation was to further
10 solicit Plaintiff into purchasing a membership to their “Travel Club”.

11 40. Martinez transferred Plaintiff to another individual who identified themselves
12 as Camille.

13 41. Camille continued to pressure Plaintiff into attending “agency promotion that
14 will happen here in in Scottsdale.”

15 42. Plaintiff asked Camille “So what you guys do as your travel agency, you want
16 me to like, you're trying to get me to buy travel?” To which she replied, “yes, sir”.

17 43. Plaintiff asked Camille for the name of her company and she said “Preview
18 Center”.

19 44. Plaintiff was unable to locate any information about “Preview Center” in
20 Scottsdale, and asked Camille for more information.

21 45. Camille eventually said the name of her company was Club Travello.

22 46. On November 6, 2024, Plaintiff received a second call from an individual
23 following a very similar script to the July 26 phone call.

24 47. The caller said they were calling on behalf of Club Travello.

25 Defendants’ Use of an ATDS

26 48. TCE’s called from various different numbers with different area codes.

27 49. TCE’s representatives used the identical or nearly identical scripts.

1 50. TCE's representatives purposefully attempted to conceal the identity of their
2 company, initially claiming to represent American Airlines.

3 51. When calling back the numbers presented by the caller ID's Plaintiff the
4 numbers were disconnected.

5 52. TCE's representatives solicited services did not target Plaintiff individually but
6 rather utilized generic scripts which never identified Plaintiff by name.

7 53. For these reasons, Plaintiff believes the telemarketers used an ATDS to
8 generate leads for Defendant's debt relief services.

9 54. The calls were conducted using an Automatic Telephone Dialing System
10 (ATDS). As the Supreme Court recently clarified, the key feature of an ATDS is the
11 capacity to store numbers to be called using a random or sequential number generator or to
12 produce numbers to be called using a random or sequential number generator: *Facebook, Inc.*
13 *v. Duguid*, 141 S. Ct. 1163, 1167 (2021).

14 55. The Third Circuit recently clarified that "Congress envisioned a broad
15 understanding of 'equipment'" that constitutes an ATDS. It also clarified that the analysis
16 of whether an ATDS was used in violation of the TCPA centers around "whether the
17 Defendants employ[s] [ATDS] capacities to make automated calls": *Panzarella v. Navient*
18 *Sols., Inc.*, 37 F.4th 867, 873, 878 (3d Cir. 2022). In so doing, it held that Congress intended
19 to "ban all autodialed calls" because Congress "found autodialer technology to be uniquely
20 harmful": *Id.* at 879 (cleaned up).

21 56. In enacting the ATDS prohibition, the Third Circuit cited favorably to
22 Congressional understanding "that telemarketers could transform ordinary computers into
23 autodialers through minor and inexpensive modifications," including by "relying on
24 computerized databases containing telephone numbers during their dialing campaigns": *Id.*
25 at 880 (cleaned up). The Third Circuit held that, in passing the TCPA's ATDS prohibition,
26 Congress intended to remedy the problems caused by callers using computer software to
27 dial numbers randomly or sequentially from a list or database: *Id.*

1 57. The system(s) that Defendants used to place the calls to Plaintiff is/are an
2 ATDS because it would be illogical to dial a number manually, have Plaintiff answer the
3 phone, and only then connect Plaintiff to a human being.

4 58. Audible pauses, clicks, and beeps are hallmark indicia of ATDS systems. This
5 supports the inference that Defendants used an ATDS, such as one that “use[s] a random
6 [or sequential] number generator to determine the order in which to pick phone numbers
7 from a pre-produced list”: *Facebook*, 141 S. Ct. at 1171 n.7.

8 59. Other courts have held, post-Facebook, that allegations similar to those herein
9 of the absence of a relationship between the parties, and the random nature of the
10 automation device (such as the ability to randomly generate caller ID numbers), are all
11 indicia of use of a random or sequential dialing device. This gives rise to the inference at the
12 pleadings stage that an ATDS was used to make the calls: *Camunas v. Nat’l Republican*
13 *Senatorial Comm.*, No. 21-1005, 2021 U.S. Dist. LEXIS 100125 at *11 (E.D. Pa. May 26,
14 2021).

15 60. No facts exist here to support the conclusion that Defendants was calling from
16 a curated list of his past customers. In contrast to a company that dials calls en masse to
17 multiple individuals from a list of telephone numbers (as here), a company that calls its
18 existing customers utilizing an imported customer list does not place calls using an ATDS.
19 Such calling uses a database targeting existing customers’ information rather than computer-
20 generated tables or lists of individuals to be called: *Panzarella*, 37 F.4th at 881–882.

21 61. Plaintiff is ignorant of the exact process by which the system(s) used by
22 Defendants operates other than by drawing the reasonable inference and alleging that the
23 system(s) stores or produces telephone numbers randomly or possibly sequentially based on
24 the facts ascertainable from the calls Plaintiff received, as outlined above. Indeed, as at least
25 one district court explained, “The newly clarified definition of an ATDS is more relevant to
26 a summary judgment motion than at the pleading stage”: *Gross v. GG Homes, Inc.*, No. 3:21-
27 cv-00271-DMS-BGS, 2021 WL 2863623, at *7 (S.D. Cal. July 8, 2021); accord *Miles v.*
28 *Medicredit, Inc.*, No. 4:20-cv- 01186-JAR, 2021 WL 2949565 (E.D. Mo. July 14, 2021).

Defendants' Conduct Was Knowing and Willing

62. Defendants intentionally called Plaintiff multiple times in order to advertise their services to Plaintiff.

63. These calls were knowingly and intentionally made in spite of Plaintiff's number decades-long listing on the National Do-Not-Call List.

Olson's Personal Liability

64. Defendant Olson personally participated in the calls at issue because Olson personally directed the calls to be transmitted throughout the United States including numbers with Arizona area codes of which he knew were likely to belong to individuals, such as Plaintiff, who reside there.

65. Olson is the principal officer of Defendant TCE.

66. Olson closely holds Defendant TCE and is intimately involved in all decision-making and legal activities of Defendant TCE.

67. Olson made the decision to hire agents such as Martinez, approved of training employees such as Martinez on the use of proprietary technology, and directed his employees to use the technology with the intention of breaking state and federal laws.

68. Defendant Olson has direct and personal involvement in and ultimate control over every aspect of Defendant TCE's wrongful conduct that violated the TCPA, and/or directly controlled and authorized this conduct.

69. Defendant Olson at all times relevant to this Complaint acting alone or in concert with others, formulated, directed, controlled, had the authority to control, or participated in the acts and practices set forth in this Complaint,

70. There is precedent holding corporate officers personally liable when they participate in the alleged actions: "If the officer directly participated in or authorized the statutory violation, even though acting on behalf of the corporation, he may be personally liable. See *United States v Pollution Serv. Of Oswego, Inc.*, 763 F.2d 133, 134-135 (2nd Cir.1985) The "well-settled" tort rule provides that "when corporate officers directly participate in or authorized the commission of a wrongful act, even if the act is done on behalf of the

1 corporation, they may be personally liable.” *General Motors Acceptance Corp. v. Bates*, 954 F.2d
2 1081, 1085 (5th Cir. 1992). The Fifth Circuit has elaborated that “the thrust of the general
3 [tort] rule is that the officer to be held personally liable must have some direct, personal
4 participation in the tort, as where the defendant was the ‘guiding spirit’ behind the wrongful
5 conduct....or the ‘central figure’ in the challenged corporate activity.” *Mozingo v. Correct Mfg.*
6 *Corp.*, 752 F.2d 168, 174 (5th Cir. 1985) (Citing *Escude Cruz v. Ortho Pharmaceutical Corp.*, 619
7 F. 2d 902, 907 (1st Cir.1980)) (Citing *Texas v. American Blastfax, Inc.*, 164 F. Supp. 2d 892
8 (W.D. Tex. 2001) Quoting *Texas v. American Blastfax*: The Court finds the above principles
9 applicable to the TCPA that is, an officer may be personally liable under the TCPA if he had
10 direct, personal participation in or personally authorized the conduct found to have violated
11 the statute, and was not merely tangentially involved. Individuals who directly (and here,
12 knowingly and willfully) violate the TCPA should not escape liability solely because they are
13 corporate officers. As the State persuasive argues, to hold otherwise would allow the
14 individual defendants to simply dissolve Blastfax, set-up a new shell corporation, and repeat
15 their conduct. Congress surely did not intend to permit such a result in passing the TCPA.
16 To be clear, the Court finds Greg and Michael Horne were the “guiding spirits” an the
17 “central figures” behind the TCPA violations. They were the two persons who controlled all
18 of Blastfax’s day-to-day operations. They both had direct, personal involvement in and
19 ultimate control over every aspect of Blastfax’s wrongful conduct that violate the TCPA,
20 and/or directly controlled and authorized this conduct. And they did so with their eyes and
21 pocketbooks wide open. After October 5, 2000, Greg and Michael Horne had good reason
22 to believe they were running a business that violated the TCPA. On February 9, 2001, they
23 knew they were. Yet they continued to direct their company to send unsolicited intrastate fax
24 advertisements. This is far more than a simple derivative liability case. Accordingly, the
25 Court *899 holds defendants Greg and Michael Horne are jointly and severally liable with
26 Defendant Blastfax, Inc., for all TCPA damages in this lawsuit.” *Texas v. American Blastfax,*
27 *Inc.*, 164 F. Supp. 2d 892 (W.D. Tex. 2001).

1 78. Martinez used proprietary information and systems provided by Defendant
2 TCE.

3 79. TCE authorized Martinez to make the phone calls at issue here.

4 80. TCE was aware of the phone calls being made by Martinez and accepted
5 referrals from Martinez pursuant to the authorization provided to Martinez by TCE.

6 81. TCE gave access to their proprietary systems and software to Defendant
7 Martinez.

8 82. TCE hired an offshore telemarketer to make phone calls on their behalf.
9 Martinez is the agent of TCE and the offshore telemarketer is the subagent of TCE.

10 83. The offshore telemarketer made the phone calls at the direction and control of
11 TCE.

12 84. TCE exercised interim control over whom and under what conditions referrals
13 would be accepted.

14 85. TCE has been aware of the TCPA-violating phone calls made by salespersons
15 for years and has ratified the behavior by maintaining the salespeople responsible for the
16 violations and continuing to accept referrals despite the knowledge of the violations.

17 86. Olson has made telemarketing in violation of the TCPA a regular source of
18 referrals in multiple organizations in which he is associated.

19 87. A defendant may be held vicariously liable for Telephone Consumer Protection
20 Act (TCPA) violations where the plaintiff establishes an agency relationship, as defined by
21 federal common law, between the defendant and a third-party caller. Telephone Consumer
22 Protection Act of 1991, § 3(a), 47 U.S.C.A. § 227(b)(2). *Gomez v. Campbell-Ewald Co.*, 768 F.3d
23 872, 11 (9th Cir. 2014).

24 **The TCPA Prohibits All Automated Calls to Protected Numbers**

25 88. The TCPA makes it unlawful "to make any call (other than a call made for
26 emergency purposes or made with the prior express consent of the called party) using an
27 automated telephone dialing system or an artificial or prerecorded voice ... to any
28 telephone number assigned to a ... paging service, cellular telephone service, specialized

1 mobile radio service, or other radio common carrier service, or any service for which the
2 party is charged for the call": 47 U.S.C. § 227 (b)(1)(A)(iii).

3 89. Congress singled out these services for special protection because Congress
4 realized their special importance in terms of consumer privacy (as is the case with cellular
5 phones): *Barr v. Am. Ass'n of Pol. Consultants Inc.*, 140 S. Ct. 2335, 2356, (2020) (Gorsuch, J.
6 & Thomas, concurring in part and dissenting in part).

7 90. According to findings by the Federal Communications Commission ("FCC"),
8 which is the agency Congress vested with the authority to issue regulations implementing
9 the TCPA, such messages are prohibited because, as Congress found, automated or
10 prerecorded messages are a greater nuisance and invasion of privacy than live ones, are
11 costly, and are inconvenient.

12 91. The TCPA provides a private cause of action to persons who receive calls in
13 violation of 47 U.S.C. § 227(b)(1)(A). 47 U.S.C. § 227(b)(1)(3).

14 92. These causes of action apply to users of any of four protected services (pager,
15 cellular, specialized mobile radio [i.e., radio telephony locator beacon or dispatch system], or
16 another radio common carrier service [i.e., ship-to-shore or air-to-ground]), or any service,
17 including residential, VoIP, and landline services, for which the called party is charged:
18 *Lynn, Monarch Recovery Mgmt. Inc.*, 953 F. Supp. 2d 612, 623, (D. Md. 2013).

19 93. "Non-Emergency pre-recorded voice or autodialed calls to the destinations
20 enumerated in 47 U.S.C. § 227(b)(1)(A) are permissible only with the prior express consent
21 of the called party."

22 94. U.S.C. § 227(c)(2) states, "No person or entity shall initiate any telephone
23 solicitation to ... [a] residential telephone subscriber who has registered his or her
24 telephone number on the National Do-Not-Call Registry of persons who do not wish to
25 receive telephone solicitations that is maintained by the Federal Government" and defines
26 "telephone solicitation" as "the initiation of a telephone call or message for the purpose of
27 encouraging the purchase or rental of, or investment in, property, goods, or services, which
28 is transmitted to any person...": U.S.C. § 227(f)(15).

1 95. The FCC also recognized that “wireless customers are charged for incoming
2 calls whether they pay in advance or after the minutes are used”: In re Rules and
3 Regulations Implementing the Tel. Consumer Prot. Act of 1991, CG Docket No. 02-278,
4 Report and Order, 18 FCC Rcd. 14014, 14115, ¶ 165 (2003).

5 96. In 2013, the FCC required prior express written consent for all autodialed or
6 prerecorded telemarketing calls (“robocalls”) to wireless numbers and residential lines.
7 Specifically, it ordered:

8 [A] Consumer’s written consent to receive telemarketing robocalls must be
9 signed and be sufficient to show that the consumer: (1) received “clear and
10 conspicuous disclosure” of the consequences of providing the requested
11 consent, i.e., that the consumer will receive future calls that deliver
12 prerecorded messages by or on behalf of a specific seller; and (2) having
13 received this information, agrees unambiguously to receive such calls at a
14 telephone number the consumer designates. In addition, the written
15 agreement must be obtained “without requiring, directly or indirectly, that the
16 agreement be executed as a condition of purchasing any good or service.”

17 97. *In the Matter of Rules & Regulations Implementing the Tel. Consumer Prot. Act of 1991*,
18 27 FCC Rcd. 1830, 1844 (2012) (footnotes omitted).

19 98. 47 C.F.R. § 64.1200 extends 47 U.S.C. § 227 and establishes several delivery
20 restrictions. It states, “No person or entity may ... [e]xcept as provided ... initiate any
21 telephone call ... using an automatic telephone dialing system or an artificial or prerecorded
22 voice.”

23 99. 47 C.F.R. § 64.1200(a)(1) specifically protects the following: “emergency
24 telephone line,” “guest room or patient room of a hospital, health care facility, elderly
25 home, or similar establishment,” and/or “cellular telephone service.” 47 C.F.R. §
26 64.1200(a)(2) further prohibits entities from “initiat[ing], or caus[ing] to be initiated, any
27 telephone call that includes or introduces an advertisement or constitutes telemarketing,
28 using an automatic telephone dialing system or an artificial or prerecorded voice, to any of
the lines or telephone numbers described... ”

1 100. The National Do-Not-Call Registry allows consumers to register their telephone
2 numbers and thereby indicate their desire to not receive telephone solicitations at those
3 numbers: 47 C.F.R. § 64.1200(c)(2).

4 101. A listing on the Registry "must be honored indefinitely, or until the registration
5 is cancelled by the consumer or the telephone number is removed by the database
6 administrator": *Id.*

7 102. The TCPA and implementing regulations prohibit the initiation of telephone
8 solicitations to residential telephone subscribers whose numbers are on the Registry and
9 provide a private right of action against any entity making those calls or "on whose behalf"
10 such calls are promoted: 47 U.S.C. § 227(c)(5); 47 C.F.R. § 64.1200(c)(2).

11 103. 47 C.F.R. § 64.1200(d) states, "No person or entity shall initiate any call for
12 telemarketing purposes to a residential telephone subscriber unless such person or entity
13 has instituted procedures for maintaining a list of persons who request not to receive
14 telemarketing calls made by or on behalf of that person or entity." It goes on to establish
15 specific "minimum standards":

16 (1) "Persons or entities making calls for telemarketing purposes must have a
17 written policy, available upon demand. . ."

18 (2) "[P]ersonnel engaged in any aspect of telemarketing must be informed and
19 trained in the existence and use of the do-not-call list."

20 (3) "If a person or entity making a call for telemarketing purposes . . . receives a
21 request . . . not to receive calls from that person or entity, the person or entity
22 must record the request and place the subscriber's name . . . and telephone
23 number on the do-not-call list at the time the request is made . . . must honor a
24 residential subscriber's do-not-call request within a reasonable time from the
25 date such request is made."

26 (4) "A person or entity making a call for telemarketing purposes must provide
27 the called party with the name of the individual caller, the name of the person or
28 entity on whose behalf the call is being made, and a telephone number or
address at which the person or entity may be contacted."

(5) "A person or entity making calls for telemarketing purposes must maintain a
record of a consumer's request not to receive further telemarketing calls."

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COMPLAINT- 16

Claims

Count One

104. Plaintiff incorporates the foregoing allegations as fully set forth herein.

105. The foregoing acts and omissions of Defendants and/or their affiliates, agents, and/or other persons or entities acting on Defendants' behalf constitute violations of the TCPA, 47 U.S.C. § 227, by sending calls, except for emergency purposes, to Plaintiff's telephone which is assigned to a cellular telephone service using an ATDS.

106. As a result of their unlawful conduct, Defendants invaded Plaintiff's personal privacy, causing Plaintiff to suffer damages and, under 47 U.S.C. § 227(b)(3)(B), entitling him to recover \$500 in civil fines for each violation and an injunction requiring Defendants to stop his illegal calling campaign.

107. Plaintiff is also entitled to and does seek injunctive relief prohibiting Defendants and/or his affiliates, agents, and/or other persons or entities acting on Defendants' behalf from violating the TCPA, 47 U.S.C. § 227, by making calls or sending messages, except for emergency purposes, to any number using an artificial or prerecorded voice in the future.

108. Plaintiff is entitled to an award up to \$1500 in damages for each knowing and willful violations of 47 U.S.C. § 227(b)(3)(B)

109. Defendants' violations were willful and/or knowing.

Count Two

110. Plaintiff incorporates the foregoing allegations as fully set forth herein.

111. Defendants called Plaintiff's private residential telephone number, which was registered on the National Do-Not-Call Registry more than thirty-one (31) days prior to the calls, in violation of 47 U.S.C. § 227(c)(3)(F) and 47 C.F.R. § 64.1200(c)(2).

112. As a result of their unlawful conduct, Defendants invaded Plaintiff's personal privacy, causing Plaintiff to suffer damages and, under 47 U.S.C. § 227(c)(3)(F) entitling him to recover \$500 in civil fines for each violation and an injunction requiring Defendants to stop his illegal calling campaign.

113. Plaintiff is entitled to an award up to \$1500 in damages for each knowing and willful violation of 47 U.S.C. § 227(c)(3)(F).

114. Defendants' violations were willful and/or knowing.

Relief Sought

WHEREFORE, Plaintiff requests the following relief:

A. Injunctive relief prohibiting Defendants from calling telephone numbers using an artificial or prerecorded voice and/or ATDS.

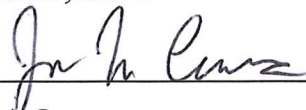
B. Because of Defendants' violations of the TCPA, Plaintiff seeks for himself \$500 in damages for each violation or—where such regulations were willfully or knowingly violated—up to \$1,500 per violation, pursuant to 47 U.S.C. § 227(b)(3).

C. Because of Defendants' violations of the TCPA, Plaintiff seeks for himself \$500 in damages for each violation or—where such regulations were willfully or knowingly violated—up to \$1,500 per violation, pursuant to 47 U.S.C. § 227(c)(3).

D. Because of Defendants' violations of the FTSA, Plaintiff seeks for himself \$500 in damages for each violation or—where such regulations were willfully or knowingly violated—up to \$1,500 per violation, pursuant to Fla. Stat. § 501.059.

E. Such other relief as the Court deems just and proper.

RESPECTFULLY SUBMITTED on this December 26, 2024.



Jason Crews